

REMARKS

I. Introduction

Claims 10, 11, 13 to 15, 17 to 19, 21 to 23, and 25 to 29 are pending in the present application. In view of the following remarks, it is respectfully submitted that all of the presently pending claims are allowable, and reconsideration is respectfully requested.

II. Rejection of Claims 10, 11, 13 to 15, 17 to 19, 21 to 23, and 25 to 29 Under 35 U.S.C. § 102(b)

Claims 10, 11, 13 to 15, 17 to 19, 21 to 23, and 25 to 29 were rejected under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 5,971,806 ("Evans et al."). It is respectfully submitted that Evans et al. does not anticipate these claims for at least the following reasons.

As an initial matter, **Applicants respectfully maintain all of the positions set forth in the "Response" submitted on February 19, 2009 and in the "Reply Under 37 C.F.R. § 1.116" submitted with the R.C.E. filed on August 11, 2008.** In this regard, the text of the present rejection remains unchanged from the rejection presented in the Office Action dated November 19, 2008.

In the "Response to Arguments" section of the Final Office Action, the Examiner asserts that:

The Applicant argues again that "although Applicants have pointed out specific differences between the present claims and the device of Evans et al., the present rejection does not appear to address these arguments, aside from repeating conclusory assertions of what is disclosed and an assertion of similarity." The Examiner respectfully disagrees. In the "Claims Rejections – 35 U.S.C. § 102", Examiner, using the same language as in claims rejects literally all essential subject matter declared as invention. The Applicant does not present essential distinction (details) that make claimed elements to be invention (not only visual difference according to drawings but structural and functional according to claims).

As an initial matter, the reference to “essential subject matter” is not understood, as **35 U.S.C. § 102 does not distinguish between details considered by the Examiner to be “essential” to the claims and those considered by the Examiner to be non-essential** – rather, **each and every** detail of the claim must be disclosed. Richardson v. Suzuki Motor Co., 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989) (“The **identical** invention must be shown in as complete detail as is contained in the . . . claim.”) (emphasis added).

Regarding the contention that the rejection “us[es] the same language as in claims,” Applicants do not contend that the Examiner fails to reproduce the language of the claims in the rejection. Rather, Applicants contend that the Examiner’s assertions that Evans et al. contains certain features is **conclusory**. In other words, the assertions contain conclusions without presenting support from the disclosure of Evans et al. For example, at page 2 of the Office Action, the last sentence of the paragraph addressing claim 10 ends with “the clamping element configured to fix the at least a part of the second contact to the contact area,” providing no explanation of how element 20 or 30 of Evans et al. (considered by the Examiner to constitute a clamping element) is configured to **fix** at least a part of element 23 or 33 (considered by the Examiner to constitute a second contact) to element 25 or 35 of Evans et al. (considered by the Examiner to constitute a contact area). Indeed, as set forth below, Evans et al. does not disclose, or even suggest, a clamping element configured to **fix** at least a part of a second contact element to a contact area, as recited in claim 10.

Moreover, the Examiner’s reference to visual differences between the drawings of the present application and the disclosure of Evans et al. is not understood, as Applicants’ arguments have focused on distinctions between the features of the present application **as claimed** and the disclosure of Evans et al. In this regard, Applicants have set forth, and maintain, that the present **claims** contain features that are not disclosed by Evans et al. For example, as set forth in the “Reply Under 37 C.F.R. § 1.116” submitted with the R.C.E. filed on August 11, 2008, claim 10 recites that ***the clamping element is configured to fix the at least a part of the second contact element to the contact area***, and claim 29 recites that ***the clamping element, when in the closed position, fixes the first contact element with respect to the second contact element in the contact area by pressing the***

first contact element and the second contact element together. Neither of these features is disclosed, or even suggested, by Evans et al.

As set forth in the "Reply Under 37 C.F.R. § 1.116" submitted with the R.C.E. filed on August 11, 2008 and maintained herein, Evans et al., which uses ***flexible*** springs 20 and 30 to bias contact areas 25 and 35 of the flexible circuits 23 and 33 toward pads 51 of a PCB, does not disclose, or even suggest, that any portion of flexible circuits is ***fixed*** with respect to any portion of the PCB. Indeed Evans et al. recites that "[s]ufficient ***floating movement*** of the springs and the flexible circuits is desired to allow the desired alignment between the contact areas 25, 35 and the pads 50 of the PCB." Col. 4, lines 64 to 67. To date, the Examiner has provided no response to these distinctions aside from the aforementioned ***conclusory*** assertions and assertions of ***similarity*** – which are ***not*** sufficient to establish a ***prima facie*** case of anticipation under 35 U.S.C. § 102, for which the ***Examiner*** bears the burden of proof.

In view of all of the foregoing, withdrawal of this rejection is respectfully requested.

III. Conclusion

It is therefore respectfully submitted that all of the presently pending claims are allowable. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

/Clifford A. Ulrich/

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By Clifford A. Ulrich, Reg. No. 42,194 for
Gerard A. Messina (Reg. No. 35,952)
KENYON & KENYON LLP
One Broadway
New York, NY 10004
(212) 425-7200
CUSTOMER NO. 26646